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AGREEMENT

BETWEEN

CAPE MAY COUNTY WELFARE BOARD

AND

LOCAL NO. 1983

CIVIL AND PUBLIC EMPLOYEES OF CAPE MAY COUNTY, NEW JERSEY

INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES, AFL-CIO

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of American and the National American

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RUTGERS UNIVERSITY

X July 1, 1980 - June 30, 1984

PREAMBLE

This Agreement entered into this 1st day of July, 1980 by and between the CAPE MAY COUNTY WELFARE BOARD, in the State of New Jersey, hereinafter call the WELFARE BOARD, and LOCAL NO. 1983, CIVIL AND PUBLIC EMPLOYEES OF CAPE MAY COUNTY, NEW JERSEY, INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES, AFL-CIO, hereinafter called the UNION represents the complete and final understanding on all bargainable issues between the WELFARE BOARD and the UNION.

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ARTICLE I

RECOGNITION

In accordance with the "Certificate of Representation" of the Public Employment Relations Commission dated April 3, 1973 (Docket No. RO-590), the Welfare Board recognizes the Union as the exclusive Collective Negotiating Agent for all Employees covered in the aforementioned Certification and more specifically by Job Titles in Schedule I.

MANAGEMENT RIGHTS

- A. The Welfare Board hereby retains and reserves unto itself, without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
- 1. To the Executive Management and Administrative control of the Welfare Board and its properties and facilities and the activities of its employees.
- 2. To hire all employees and subject them to the Provisions of the Law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
- 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to Law.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Welfare Board, adoption of policies, rules, regulations, and practices in furtherance thereof and the use of judgment and discretion in connection with, shall be limited to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

c. Nothing contained herein shall be construed to deny or restrict the Welfare Board of its rights, powers, authority, duties, and responsibilities under R.S.44 and R.S.11 or any other National. State, County or Local Laws or Ordinances.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

- 1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.
- 2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Union.

B. <u>Definitions</u>

The term "grievance" shall mean an allegation that there has been:

- 1. A misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual Grievance": or
- 2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Welfare Board, which shall be processed up to and including the Welfare Board, and shall hereinafter be referred to as a "non-contractual grievance".

C. Presentation of a Grievance

The Welfare Board agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one union representative who is an employee of the Board throughout the grievance procedure.

D. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Step 1

a. The grievant shall institute action under the provisions hereof in writing, signed and delivered to his (or her) Supervisor within ten (10) working days of the occurrance complained of, or within ten (10) working days after he would reasonably be expected to know of its occurrance

Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by an employee who is the Shop Steward.

b. The Supervisor shall render a decision in writing within ten (10) working days after receipt of the grievance.

Step 2

- a. In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his complaint with the Director of Welfare within five (5) working days following the determination at Step 1. The grievant may be represented by an employee who is the Shop Steward or Local Union Officer.
- b. The Director of Welfare, or his designee, shall render his decision within ten (10) working days after the receipt of the Complaint.

Step 3

- Should the grievant disagree with the decision of the a. Director, or his designee, the aggrieved may, within five (5) working days, submit to the Board a statement in writing and signed as to the issues in dispute. In the event the grievant files his statement with the Board at least ten (10) working days prior to a Board meeting, the matter shall be placed on the agenda for that Board meeting. Statements filed less than ten (10) working days before a Board meeting may be heard by the Board at the meeting or at the Board's discretion placed on the agenda for the following meeting. The Board shall review the decision of the Director together with the disputed areas submitted by the grievant. The grievant and/or the Union representative may request an appearance before the Board. The Board will render its decision within eight (8) working days after the Board meeting at which the matter has been reviewed. If the Board's decision involves a non-contractual grievance, the decision of the Board shall be final.
- b. The grievant may be represented by the Local Union Officer or the International Union Representative, or both. A minority organization shall not present or process grievances.

Step 4

- a. Any unresolved contract grievance as defined in "B 1 Definitions" above may be appealed to arbitration.
- b. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before Civil Service. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.
- c. Where the grievance involves an alleged violation of individual rights specified in Civil Service Law and rules for which a specific appeal to Civil Service is available, the individual may present his complaint to Civil Service directly. The grievant may pursue the Civil Service procedure or the grievance procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time on the grievance form.
- d. An arbitrator shall be selected pursuant to the rules of the Public Employees Relations Commission. The arbitrator shall be bound by the parameters of the grievance definition stated above in this Agreement.
- e. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.
- f. The decision or award of the arbitrator shall be final and binding on the Welfare Board, the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this agreement.

Any arbitration decisions or awards affecting matters covered by Ruling 11 shall be subject to review by the Department of Human Services, Division of Public Welfare. Where the Department of Human Services, Division of Public Welfare, refuses to approve an arbitrator's decision or award as being in contravention of Ruling 11, this shall not be construed as preventing the Union from thereafter moving in an appropriate forum for the enforcement of the arbitrator's decision or award.

g. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except that he may not make an award which exceeds the Welfare Board's authority.

> The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.

- h. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declarations of opinions which are not essential in reaching the determination.
- i. The costs of the services of the arbitrator shall be borne equally by the Board and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.
- j. The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after his selection and shall issue his decision within thirty (30) days after the close of the hearing.
- k. Grievance resolutions or decisions at Steps 1 through, 4 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.

SENIORITY

Seniority, which is defined as continuous employment with the Welfare Board from the date of last hire, will be given due consider ation by the Welfare Board in accordance with Civil Service Regulations.

In considering Employees for promotion to Job
Classifications having a higher rate of pay, the Welfare Board will consider experience, ability, aptitude, attitude, attendance, physical condition, proximity to job location and results of Civil Service
Examinations. When all of the aforementioned items are substantially equal, seniority will be the deciding factor.

UNION REPRESENTATIVES

- A. Accredited representatives of the Union may enter the Welfare Board facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union decides to have its representative enter the Welfare Board facilities or premises, it will request such permission from the appropriate Welfare Board representative and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of the Welfare Board or normal duties of Employees.
- B. The Welfare Board Employees shall elect a Steward, and an Alternate or Assistant Steward and shall furnish the Welfare Board with the names of Said Steward and Alternate. The Steward or Assistant Steward shall represent the Union in the settlement of Grievand with the Welfare Board.
- C. Grievances may be filed with the appropriate Shop Steward during working hours.

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HOURS AND OVERTIME

- A.! All hours worked by an Employee in excess of the normal 35 hour work week, which are authorized by the Welfare Director, the Employee shall be paid at time and one-half the Employee's regular rate.
- B. Overtime shall be distributed on a rotational basis with permanent full time employees receiving first preference.

HOLIDAYS

- A. The following Holidays shall be recognized:
 - 1. New Years Day
 - 2. Martin Luther King's Birthday
 - 3. Lincoln's Birthday
 - 4. Washington's Birthday
 - 5. Good Friday
 - 6. Memorial Day
 - 7. Independence Day
 - 8. Labor Day
 - . 9. Columbus Day
 - 10. Veteran's Day
 - 11. General Election Day
 - 12. Thanksgiving Day
 - 13. Christmas Day
- B. In the event an employee is requested to work on the recognized Holidays as noted in this Article, he shall be paid at the rate of time and one-half for such hours that are worked on the Holiday in addition to his regular Holiday pay. Holiday pay is the rate for which a person works during his normal course of duties.
- C. In addition to the aforementioned Holidays, the Board will grant a Holiday when the Governor, in his role as Chief Executive of the State of New Jersey, declares a Holiday by Proclamation or when the Board of Chosen Freeholders of Cape May County declares a non-working day for all County Employees.
 - D. Those Holidays that fall on Saturday shall be celebrated on the preceding Friday. Those Holidays that fall on Sunday shall be celebrated on the following Monday.

ADMINISTRATIVE DAYS

Full time employees shall receive three (3)
Administrative Days Leave with pay per calendar year under the following conditions:

- 1. Newly hired employees will accumulate Administrative Time at the rate of & of one day per month during the first calendar year of employment.
- 2. Administrative Leave must be used within the calendar year and is not accumulative from one year to the next.
- 3. Request for Administrative Leave must be made in advance of the requested date and cleared through their immediate Supervisor prior to the Leave being granted.

One (1) working day for each month of service or major fraction thereof during the first year;

After one year of service through five years of service, twelve (12) working days per year;

After five years of service through twelve years of service fifteen (15) working days per year.

After twelve years of service through twenty years of service, twenty (20) working days per year;

After twenty years of service, twenty-five (25) working days per year.

Service includes all 'temporary continuous service immediately prior to permanent appointment with the Welfare Board or other county office provided there is no break in service of more than one week. Any increase in vacation days based on years of continuous county service will be credited at the beginning of the calendar year in which the employee attains it with the anticipation that his/her employment will be continuous throughout the calendar year.

- B. <u>Part-time</u> employees will earn vacation leave on a prorated basis in accordance with the regulations.
- C. Employees resigning or retiring shall be granted vacation leave prorated on the basis of current annual allowance divided 'y 12, multiplied by the months of service completed within the particula year.
- D. Accumulation of Vacation Where in any calendar year the vacation leave or any part thereof is not granted by reason of pressure of work, such leaves of absence or parts thereof not granted shall accumulate and shall be granted during the next succeeding calend; year only.
- E. <u>Vacation for Veterans</u> A returning veteran shall be ent led to vacation time for the year of return and for the year provided the latter can be taken during the year of return.
- F. <u>Deceased Employees</u> Whenever any employee in the classified services, payment shall be made to the estate of such deceased employ for all earned, and unused vacation leave, within the limits set in (D) above, based on the last approved compensation rate for the deceased employee.

ARTICLE X

HOSPITALIZATION AND INSURANCE

- A. The Welfare Board shall continue to provide enrollment in The Group Insurance Programs contracted for by the Cape May County Board of Chosen Freeholders for all permanent or provisional employees and their dependents. New employees will be eligible for enrollment after the employee has been on the payroll for 2 continuous months.
- B. The Welfare Board shall pay the full cost of the premiums.

ARTICLE XI

SICK LEAVE

DEFINITION: Sick Leave means the absence of an employee from duty because of illness, injury, maternity leave (during the period of actual incapacitation as shown by a physician's certificate but not in excess of one month following date of confinement), exposure to contagious disease, necessary attendance upon a member of the immediate family seriously ill, death in the immediate family or other relatives living in the employee's household. A physician's certificate shall be required where duration of illness is five (5) consecutive working days or more for a single period.

Employees will accumulate sick leave privilege on the basis of one (1) day per month of service or major fraction thereof during the remainder of the first year of employment and fifteen (15) days annually thereafter. Employees may be credited with fifteen (15) working days sick leave at the beginning of the calendar year and may be permitted to use sick leave for the reasons defined above and in accordance with established welfare board and/or established county policy. Employees resigning or terminating their services with the county welfare board shall be permitted to use only that sick leave for the reasons defined above which has been earned and accumulated up to the date of termination on a prorated basis. The unused portion of sick leave will be accumulated without limit.

2. Part-time Employees

Part-time employees shall receive sick leave on a prorated basis subject to the provisions of the regulations.

- 3. During the life of this Agreement:
 - a. All employees who retire from the Public Employee's Retirement System on July 1, 1980 and thereafter shall be entitled to receive a lump sum payment for unused accumulated sick leave. This shall be computed at the rate of one-half (½) of the eligible employee's daily rate of pay for each day of earned and accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the effective date of retirement, provided that such payment shall not exceed twelve thousand dollars (\$12,000.00).
 - b. An employee who elects a deferred retirement benefit shall not be eligible for the above lump sum payment.
 - c. Those employees who have a break in service (excluding layoffs) on or after July 1, 1980 shall be entitled to apply for lump sum purposes only the unused accumulat sick leave which was earned from the date of return to employment from the most recent break in service prior to effective date of retirement.

ARTICLE XII

BEREAVEMENT LEAVE

Bereavement Leave for Members of the immediate family as in the case of death of spouse, children, grandchildren, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law. Such Leave shall not be deducted from the Employee's Sick Leave. If additional days are required for Bereavement purposes, Sick Leave may be granted in accordance with Civil Service Regulations.

ARTICLE XIII

RULING NO. 11

All rights, privileges, prerogatives, duties and obligations of the parties contained in Ruling No. 11 of the Division of Public Welfare, in its present or amended form, should be continued during the life of this Agreement.

ARTICLE XIV

SALARIES AND COMPENSATION

- A. The quarterly annual merit increment system as in effect by the State of New Jersey will be continued effective July 1, 198 for all employees.
- B. All full time employees of the Cape May County Welfare Board will be compensated at the State authorized rates for each salary classification See attached Schedule 1.
- C. Effective July 1, 1980, all employees of the Cape May County Welfare Board shall have their salaries adjusted on a step-by-step basis in accordance with Appendix II the appropriate compensation Schedule L in Ruling 11 in effect July 1, 1980, which will provide for an approximate 6.5% salary increase.
- D. In the event that authorized salary ranges for positions are revised by Ruling 11 which results in changes for the majority of titles covered by this Agreement, negotiations shall begin within thirty (30) days of a written notice from the Union to the County Welfare Agency. Negotiations shall encompass salary adjustments concerning all titles affected by the aforesaid revisions in Ruling 11.
- E. In addition to all increases, as outlined above, all employees in ranges 1 through 12 shall receive an additional \$250.00. Such employees must have at least one year of continuous service as of the beginning of the calendar year.

LONGEVITY PLAN

The approved Longevity Plan that is in effect for Cape May County Employees will be in effect during the term of this Contract.

(See Schedule #2 attached!)

ARTICLE XVI

UNIFORM ALLOWANCE

The Welfare Board will provide two (2) uniforms on March 1 and three (3) uniforms on November 1 of each year to Home Service Aides and Sr. Home Service Aides.

Bulletin Boards shall be made available by the Welfare
Board. These Bulletin Boards may be utilized by the Union
for the purpose of posting Union announcements and other information of a non-controversial nature. The Welfare Director
or his representative may have removed from the Bulletin Board
any material which does not conform to the intent and provisions
of this Article.

The Welfare Board may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement and further provided that the Union shall have the right to grieve with reference to the same within five (5) days after the same are posted or disseminated and/or a copy sent to the Union.

- A. The Union covenants and agrees that during the lifetime of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or absenteeism in whole or part, from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Welfare Board. The Union agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any Union Member shall entitle the Welfare Board to invoke the following:

Such activity shall be deemed grounds for termination of employment of such employee or employees, subject however, to the application of the Civil Service Law.

- C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Welfare Board.
- D. Nothing contained herein shall be construed to limit or restrict the Welfare Board in its right to seek and obtain such judiciate relief as it may be entitled to have in Law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

ARTICLE XX

NON-DISCRIMINATION

- A. There shall be no discrimination by the Welfare Board or the Union against an employee on account of race, color, creed, sex or national origin, and any other category as indicated by Civil Service Rules and Regulations.
- B. There shall be no discrimination, interference, restraint, or coercion by the Welfare Board or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union.
- C. The Union, its members and agents shall not discriminate against, interfere with, restrain or coerce any employee covered by this agreement who are not members of the Union.

ARTICLE XXI

DEDUCTIONS FROM SALARIES

- A. The Welfare Board agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. In addition, pursuant to Assembly Bill #688, enacted into law on or about February 28, 1980 effective July 1, 1980, the Welfare Board agrees to deduct from the salaries of its employees subject to this Agreement but not members of the Union, a representation fee in lieu of dues for services rendered by the majority representative, in an amount equal to 85% of the regular membership dues, fees and assessments paid by members of the Union, less the cost of benefits financed through the dues and assessments and available to and benefitting only members of the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.52:14-15.9(e)) as amended. Said monies together with records of any corrections shall be transmitted to the Union Office by the fifteenth (15) of each month following the monthly pay period in which deductions were made.
- B. If during the life of this agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Welfar Poard, written notice prior to the effective date of such change.
- C. The Union will provide the necessary "check-off authorizatic form and deliver the signed forms to the Welfare Board. The Union shall indemnify, defend and save the Welfare Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Welfare Board in reliance upon salary deduction authorization cards submitted by the Union to the Welfare Board.
- D. In the monthly report to the Union office specified in Paragraph A above, the Welfare Board shall provide, inter alia, the following:

- 1. An accurate list of all employees terminating their employment during the previous thirty (30) days.
- 2. A list of all employees commencing a Leave of Absence during the previous thirty (30) days.

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of Law or by a jury or other tribunal of competant jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable or bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

TERM AND RENEWAL

This Agreement shall be in full force and effect as of July 1, 1980 and shall remain in effect to and including June 30, 1984, without any reopening date except as otherwise provided in Article XIV, D (Salaries).

The parties to this Agreement agree that they will reopen negotiations with respect to salaries no later than July 5, 1981, July 5, 1982 and July 5, 1983.

This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives notice, in writing, pursuant to N.J.A.C.19:12-2.1.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Rio Grande, New Jersey this 29 rd day of _______, 1980.

By:	
F.William Cole, Jr., Chair	nan
ATTEST!	
Kaloh Schillinge	
Malph 1. Schellinger, Direct	or

. THE CAPE MAY SOUNTY WELFARE BOAR

Local No. 1983 Civil and Public Employees of Cape May County, New Jersey International Brotherhood of Painters and Allied Trades AFL-CIO

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Shop Steward
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or

CAPE MAY COUNTY WELFARE BOARD

Social Services Building Box 222 Rio Grande, New Jersey 08242

Phone: (609) 729-9200

SCHEDULE 1

SALARY RANGES

TITLES	RANGE NO.	SALARY
Social Service Aide Clerk Bookkeeper Income Maintenance Aide Account Clerk, Typing	L-05	7110.38 to 9598.95
Terminal Operator	L-07	7839.99 to 10,588.82
Sr. Clerk Bookkeeper Sr.Clerk Typist Sr. Home Service Aide Sr. Receptionist, Typing	L-08	8232.68 to 11,120.18
Senior Clerk Stenographer	L-09	8645.18 to 11,671.42
Social Service Technician, Bilingual Principal Home Service Aide Social Service Technician	L-11	9530.89 to 12,860.58
Principal Account Clerk, Typing Principal Account Clerk	L-12	10,006.56 to 13,501.0
Principal Terminal Operator Income Maintenance Technician	L-13	10,505.77 to 14,182.
Social Worker	L-18	13,408.14 to 18,099.
Income Maintenance Specialist	L-18 and 19*	14,078.30 to 19,003.

 $[\]star$ When this range is adopted by Ruling 11 effective July 1, 1980 or after.

CAPE MAY COUNTY WELFARE BOARD

Social Services Building
Box 222
Rio Granda, New Jersey 08242

Phone: (609) 729-9200

SCHEDULE 2

LONGEVITY PLAN

The following Longevity Plan shall be continued, based upon Employees' length of continuous and uninterrupted service with the Cape May County Welfare Board. This Plan will operate in conjunction with the quarterly annual increment system:

Α.	5	Years	of	Service	2%
В.	10	11	11	11	4%
c.	15	11	11	11	6%
D.	20	13	11	•1	8%
E.	25	ŧr	11	**	10%
F	30	11	11	**	12%
G.	35	4.1	**	11	14%
Н	40	11	m	. 11	16%

Longevity Pay based upon Employees current base Salary.

The above plan is the same as agreed upon for all other County Employees with the County of Cape May.